



General Assembly

February Session, 2004

***Amendment***

LCO No. 4069

**\*SB0010804069SD0\***

Offered by:  
SEN. CRISCO, 17<sup>th</sup> Dist.

To: Subst. Senate Bill No. 108

File No. 78

Cal. No. 109

***"AN ACT CONCERNING APPEALS OF HEALTH CARE  
DETERMINATIONS MADE TO THE INSURANCE COMMISSIONER."***

1 After the last section, add the following and renumber sections and  
2 internal references accordingly:

3 "Sec. 501. (NEW) (*Effective October 1, 2004*) (a) As used in this  
4 section: (1) "Contracting health organization" means (A) a managed  
5 care organization, as defined in section 38a-478 of the general statutes,  
6 as amended, or (B) a preferred provider network, as defined in section  
7 38a-479aa of the general statutes, as amended; and (2) "physician"  
8 means a physician or surgeon, chiropractor, podiatrist, psychologist or  
9 optometrist.

10 (b) Each contract for services to be provided to residents of this state  
11 entered into, renewed, amended or modified on or after October 1,  
12 2004, between a contracting health organization and a physician shall  
13 include provisions that: (1) Provide an explanation of the physician  
14 payment methodology, the time periods for physician payments, the  
15 information to be relied upon to calculate payments and adjustments

16 and the process to be employed to resolve disputes concerning  
17 physician payments; and (2) require that the contracting health  
18 organization provide to each participating physician a copy of the fee  
19 schedule that determines the physician's reimbursement.

20 (c) No contract for services to be provided to residents of this state  
21 entered into, renewed, amended or modified on or after October 1,  
22 2004, between a contracting health organization and a physician shall  
23 include any provision that (1) allows the contracting health  
24 organization to unilaterally change any term or provision of the  
25 contract, including, but not limited to, (A) fee schedules or provider  
26 panels, without written justification and the opportunity for appeal by  
27 the physician, or (B) any right of the physician to discuss and negotiate  
28 the terms of any contract or the opportunity for the physician to  
29 terminate a contract before any amendment becomes effective, except  
30 that if the physician chooses to terminate the contract before such  
31 amendment becomes effective, such amendment shall not be binding  
32 on the physician during any period the physician's obligations  
33 continue under the contract, (2) allows the contracting health  
34 organization to reduce the level of service coded on a claim submitted  
35 by a physician without conducting a reasonable investigation based on  
36 all available medical records pertaining to the claim, or (3) delays  
37 payment beyond forty-five days after a claim is filed."